

**CITY OF SAN ANTONIO**

**CAPITAL IMPROVEMENTS  
MANAGEMENT SERVICES DEPARTMENT**



**REQUEST FOR PROPOSAL  
("RFP")**

**for**

**COMMERCIAL REAL ESTATE BROKERAGE SERVICES**

**ISSUE DATE: JULY 13, 2009  
PROPOSAL DUE DATE: AUGUST 12, 2009 AT 2:00 P.M.**

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## I. BACKGROUND

The City of San Antonio ("City") seeks Proposals from qualified real estate brokers ("Respondent") who are interested in providing the Capital Improvements Management Services Department ("Department") with a broad range of commercial real estate services in connection with the City's real estate needs related to a wide range of property types such as office, retail, warehouse, and undeveloped land. Services will include activities such as property searches, property acquisition and disposition, and lease negotiations. The selected Respondent will assist the City in realizing the following real estate services related goals: maximize revenue to the City, minimize City liability, and provide for the highest and best use of City assets and resources.

The Department is responsible for negotiating and managing leases and sales of certain City owned property. In addition, the Department assists other City departments with real estate related matters. The selected Respondent will assist the Department in addressing a wide range of real estate needs within the City. Projects will be assigned on an as needed basis over the term of the contract to be entered into with the selected Respondent.

In addition to services to be provided on projects to be assigned on an as needed basis, there are two specific properties for which services are required. The first is the Southwest Business & Technology Park located at U.S. Highway 90 and State Highway 151. This property is a 440 acre master planned business and industrial park owned and developed by the City. Remaining parcels need to be marketed and sold. The selected Respondent will also be responsible for the leasing of available retail space on the ground floor of the St. Mary's Street Parking Garage located between Travis Street and Pecan Street on N. St. Mary's Street.

## II. SCOPE OF SERVICES

The selected Respondent will provide real estate services, to include: 1) marketing property in the Southwest Business and Technology Park; 2) marketing available retail and other lease space in City owned facilities; 3) working with the Department to assist (as determined by the Department on an as needed basis) other City departments in leasing space and acquiring properties for a variety of City uses; 4) providing information resources at no charge to the Department including internet subscription access to Costar; the quarterly San Antonio Real Estate Journal's Commercial Real Estate Report and; the REOC Partners Quarterly Office and Retail reports for the entire San Antonio market and 5) providing information on market trends to assist the City in real estate decision making. Services, which will be provided for the City as a Buyer, Tenant, or Owner in leasing space and purchasing/disposing of property, will include, but not be limited to:

- A. **Identification of Needs** – For property to be procured by the City, assist with needs assessment to determine requirements. Examples of needs to be assessed are: location, amount and type of space, public transportation access, and employee/public parking needs. For City owned property to be marketed by the selected Respondent, assist with developing space/property options that best meet the specific requirements of each property. For the Southwest Business and Technology Park, the Respondent will provide input on master planning and infrastructure development issues as they relate to future marketability of the project.
- B. **Site Searches** - Conduct site searches based on identified needs to locate and lease/purchase property which conforms to the established requirements and price parameters.
- C. **Marketing** – Develop and implement marketing plans to lease/sell City owned property within reasonable timeframes on terms favorable to the City. Provide necessary support to the marketing plan including appropriate staff, marketing materials, brochures, advertising, cold calling, etc.
- D. **Inspection** - Arrange tours to prospective buildings/properties. Arrange tours as owner's representative for City properties that are for sale or lease.
- E. **Market and Comparative Analysis** – For general information, prepare summaries of real estate market trends in San Antonio. For specific assignments, prepare matrices outlining the key economic

and non-economic terms and conditions for each building/property, including net present value/comparable valuation system analysis.

- F. **Negotiations** - Solicit lease/purchase proposals for the prospective buildings/property. Initiate lease/purchase proposals for prospective tenants/buyers. Negotiate contracts required for tenant possession/buyer purchase (including any improvements to the facility). Negotiate contracts for owner leasing/sale of property/buildings. Provide assistance with post-contract due diligence requirements and closing.
- G. **Lease/Purchase Documentation** - Maintain complete records of all projects. At the completion of transactions, transfer all documentation to the City.
- H. **Performance and Reporting** – Work to lease/sell property according to established goals for marketing activity and sales or lease up based on each assigned Project. Prepare and submit quarterly reports, or as requested, reflecting performance related to the established goals for each assigned Project.

**Please note that the preceding Scope of Services is subject to change during the RFP solicitation period at the sole discretion of the City. Changes, if any, will be made in accordance with Section VI - Amendments to the RFP below.**

### **III. TERM OF CONTRACT**

The anticipated term of the proposed contract is three (3) years. The City shall have the option to renew the contract for two (2) additional one (1) year terms, subject to City Council approval.

### **IV. PRE-PROPOSAL CONFERENCE**

**A Pre-Proposal Conference will be held in the Municipal Plaza Building, 114 W. Commerce, Conference Room B, San Antonio, Texas at 10:00 Central Time on Monday, July 20, 2009.** Respondents are encouraged to prepare and submit their questions in writing at least five calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. The City's responses to questions received by this due date may be distributed at the Pre-Proposal Conference and posted on the City's website at <http://www.sanantonio.gov/rfp/>. Attendance at the Pre-Proposal Conference is optional, but strongly encouraged.

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible. The accessible entrance is located at 114 W. Commerce. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Proposal Conference shall be preliminary. A written summary of the Pre-Proposal Conference shall contain official responses, if any. Any oral response given at the Pre-Proposal Conference that is not confirmed in the written summary of the Pre-Proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

### **V. PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence:

- A. **SUBMITTAL COVER / SIGNATURE PAGE** (FORM #1) – Respondent shall complete and sign this form. Respondent must complete and include the Submittal Cover/Signature Sheet with submittal. The Submittal Cover/Signature Sheet must be signed by a person, or persons, authorized to bind the entity, or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint Ventures require

signatures from all firms participating in the Joint Venture. Joint Ventures are required to provide legal proof of the joint venture such as a Joint Venture Agreement as an attachment to their submittal.

- B. EXECUTIVE SUMMARY: Introduce the Respondent and briefly describe experience related to the ability to provide the requested services. Discuss prior sales/leasing accomplishments. Discuss prior sales/leasing challenges and how Respondent addressed the challenges. Discuss how the Respondent ensures continuing professional development of staff. Discuss how the Respondent stays informed on issues/trends related to the San Antonio commercial real estate market. For each item in the Scope of Services, discuss how the Respondent will accomplish the work and who will be assigned to direct and support roles. Include information related to the Respondent's customer service philosophy and how that philosophy will be applied to the requested Scope of Services. Also address Respondent's availability to commence work and any concurrent commitments that might impede progress on this project. (indexed or labeled as Tab "1" in submittal)
- C. SUBMITTAL CHECKLIST (FORM #2) - Respondent shall complete this form which is to be used as the Table of Contents for its submittal. The checklist shall be indexed or labeled as Tab "2" in submittal.
- D. RESPONDENT GENERAL QUESTIONNAIRE (FORM #3): Completed Respondent General Questionnaire form as found in RFP Attachment 3. The General Questionnaire shall be indexed or labeled as Tab "3" in submittal.
- E. LITIGATION DISCLOSURE FORM (FORM #5): Completed Litigation Disclosure Form and additional pages for explanation if necessary indexed or labeled as Tab "4" in proposal. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- F. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM REQUIREMENTS: Completed SBEDA Good Faith Effort Plan form as found in RFP Attachment 6. The GFEP, Letter(s) of Intent and any Certifications should be indexed or labeled as Tab "5" in the submittal.
- F. REFERENCES, EXPERIENCE, BACKGROUND AND QUALIFICATIONS:

Statement of Qualifications should be in narrative form. This section should be labeled or indexed as Tab "6" in submittal.

1. Background of key personnel (as identified in the Executive Summary, Tab "1", and the Organizational Chart included in Proposal as Tab "9") to be assigned direct responsibilities for this project. Include resumes as Tab "11" in proposal (covering education, licenses, experience, and professional designations), copies of current licenses, and a list of the specific role(s) for each person.
2. Background of support personnel (as identified in the Executive Summary, Tab "1", and the Organizational Chart included in Proposal as Tab "9") to be assigned support responsibilities for this project. Include resumes as Tab "11" in proposal, copies of current licenses (if applicable), and list of the specific role(s) for each person.
3. Specific experience with public entity clients. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
4. Respondent shall provide three (3) references for whom Respondent has provided services. Include current phone number for each reference.
5. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.

- G. PROPOSED MARKETING PLAN: Clearly define in a narrative format how Respondent proposes to accomplish and perform services related to the sale/lease of property at the Southwest Business and Technology Park and the St. Mary's Street Garage. Include a description of proposed tenant mix/target market, timelines, types of collateral material, strategic elements and other relevant information about planned marketing activities. (Samples of marketing plans and collateral material prepared for similar properties shall be included here. Limit samples to one per type of property: retail lease property and land sales.) Proposed Marketing Plan should be indexed or labeled as Tab "7" in the submittal.
- H. PROPOSED COMMISSION/FEE SCHEDULE: Completed Proposed Commission/Fee Schedule Form #7 as found in the RFP Attachment 7. (Please review the Maximum Commission/Fee Schedule. Your Proposed Commission/Fee Schedule Form may reflect the maximum commissions/fees as shown in Attachment 7, or you may choose to propose alternative, lower commissions/fees. In no case will higher fees be considered.) Schedule of Proposed Broker's Commissions and Fees Form should be indexed or labeled as Tab "8" in the submittal.
- I. ORGANIZATIONAL CHART: labeled as Tab "9" in submittal.
- J. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate. Proof of insurability shall be labeled as Tab "10" in submittal.
- K. RESUMES: labeled as Tab "11" in submittal. Resumes for each key team member shall be limited to a maximum length of two pages (no company information).
- L. BROCHURES (Optional): Include brochures and other relevant, printed information about the Respondent that you wish the City to consider in its selection. Do not include property specific materials here. Brochures, if included, should be labeled as Tab "12" in submittal.
- M. LETTERS OF REFERENCE: (Optional) labeled as Tab "13" in submittal – Respondent may provide a maximum of 5 letters of reference.
- N. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure (FORM #4) as found in RFP Attachment 4. Respondent should complete and submit the form online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>, print a copy of the completed form and submit as Tab "14" in its ORIGINAL PROPOSAL ONLY. (If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and return a separate form with the Proposal.)

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **VI. AMENDMENTS TO RFP**

Changes or amendments to this RFP may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

## VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink, nine (9) printed copies of the Proposal and one copy of the Proposal in PDF format on a compact disk (CD). Proposal and copies shall be submitted in a sealed package, clearly marked on the front of the package: "*Commercial Real Estate Brokerage Services*". All Proposals must be received in the City Clerk's office no later than **2:00 p.m. Central Time on Wednesday, August 12, 2009** at the address below. Any Proposal received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: Capital Improvements Management Services Department  
P.O. Box 839966,  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Capital Improvements Management Services Department  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 1/2" x 11" white paper. Font size shall be no less than 12-point type. Margins shall be no less than 3/4" around the perimeter of each page. Maximum number pages allowed shall be 25 excluding the required forms and Proof of Insurability. Each page shall be numbered. Each proposal must include the sections and attachments in the sequence listed in the Submittal Checklist and Table of Contents (Form 2 in the RFP), and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Adherence to the maximum page criterion is critical; each page side with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Resumes should not include project pictures or general firm information. The use of recycled paper is encouraged. Three-ring binders are permitted, and with regards to other types of binding, plastic (not metal) spiral, or "comb" binding is recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Capital Improvements Management Services Director shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

### **VIII. RESTRICTIONS ON COMMUNICATION**

Once the RFP has been released, Respondents are prohibited from communicating with City staff regarding the RFP or Proposals, with the following exceptions:

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with City employees include:
  - 1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
  - 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **4:00 p.m. central time on Friday, July 24, 2009**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

Alejandra Lopez, Contract Coordinator, 207-5859 (via fax) or alex.lopez@sanantonio.gov

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Alejandra Lopez, Contract Coordinator  
City of San Antonio, Capital Improvements Management Services Department  
Contract Services Division  
114 W. Commerce Street, Room 900, San Antonio, TX 78205

- 3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the Good Faith Effort Plan form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at Melissa.Aguillon@sanantonio.gov. Contacting her or her office regarding this RFP after the proposal due date is not permitted.



4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

## **IX. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria and assigned weights include:

A. Experience, Background, Qualifications (35%)

1. Background, experience and qualifications of staff assigned to direct responsibilities.
2. Background, experience and qualifications of staff assigned to support responsibilities.
3. Respondent's experience with public entity clients.
4. References.
5. Depth of experience in commercial real estate brokerage services.
6. Understanding of the San Antonio commercial real estate market.
7. Track record of successful performance of commercial real estate services.
8. Resources available to support this project.
9. Respondent's availability to begin work.
10. Understanding of the scope of services.
11. Prior sales/leasing accomplishments.
12. Prior sales/leasing challenges and how Respondent addressed the challenges.
13. How Respondent ensures continuing professional development of staff.
14. How Respondent stays informed on issues/trends related to the San Antonio commercial real estate market.
15. Quality and timeliness of customer service for previous clients.
16. Respondent's customer service philosophy and how that philosophy will be applied to the requested Scope of Services

B. Proposed Price/Fee Schedule (20%)

C. Proposed Marketing Plan (25%)

D. Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10%) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program:
  - i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
  - ii. One percent (1%) for meeting/exceeding the MBE goal.
  - iii. One percent (1%) for meeting/exceeding the WBE goal.
  - iv. One percent (1%) for meeting/exceeding the AABE goal.
  - v. One percent (1%) for meeting/exceeding the SBE goal.

## **X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

City reserves the right to award more than one, or no contract(s) in response to this RFP.

- A. The Contracts, if awarded, will be awarded to the Respondents whose submittals are deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- D. In the event the parties cannot negotiate and execute a contract within the time specified by the City, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- F. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City. The City administers its design and construction management through an Internet-based management system. All vendors will be required to use the City's portal system and submit schedules using Primavera Project Manager 5.X or Primavera Contractor 4.1 or above.
- G. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-

owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Form 4 in RFP).
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission by accessing either of the following web addresses:

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)  
<http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

## **XI. SCHEDULE OF EVENTS**

Following is a list of **projected dates** with respect to this RFP.

RFP Issued	July 13, 2009
Pre-Proposal Conference	July 20, 2009
Final Questions Accepted	July 24, 2009
Proposals Due	August 12, 2009
Evaluations Conducted	August 17-28, 2009
City Council Consideration	September 17, 2009
Contract Effective Date	September 28, 2009

CITY OF SAN ANTONIO  
P. O. BOX 839966  
SAN ANTONIO, TEXAS 78283-3966

**FORM 1**  
**SUBMITTAL COVER / SIGNATURE PAGE**

<b>ISSUE DATE:</b>	July 13, 2009	<b>Request for Proposal Title:</b> <b>COMMERCIAL REAL ESTATE BROKERAGE SERVICES</b>
<b>DATE OF CLOSING:</b>	August 12, 2009	ID# RFP-CIMS0901
<b>TIME OF CLOSING:</b>	(No later than) 2:00 P.M. CST	<b>DEPARTMENT / DIVISION:</b> <b>CIMS Department, Real Estate Division</b>
<b>SUBMIT TO:</b>	City of San Antonio Office of the City Clerk 100 Military Plaza 2 <sup>nd</sup> Floor, City Hall San Antonio, TX 78205	

***READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.***

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:
<p>I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, information contained in this submittal reflects accurately data regarding my organization/firm, work to be performed, and estimates of planned/delivered services. By signing this cover sheet, the undersigned agrees that, if awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Submittal and during the Solicitation process.</p> <p>The undersigned certifies that he/she is authorized to bind the organization. All provisions in Respondent's submittal, shall remain valid for 120 days following the deadline date for submissions or, if Respondent is awarded a contract, throughout the entire term of the contract.</p>	

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Typed Name of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Title of Authorized Individual

**FORM 2**  
**SUBMITTAL CHECKLIST AND TABLE OF CONTENTS**

The materials and information listed on this checklist shall be submitted as part of the submittal. Failure to submit any of the requested materials or provide adequate explanation may eliminate the submittal from consideration.

Materials shall be included in the submittal in the order identified on the checklist. Identify the corresponding page numbers in the space provided.

Page No.	Form No.	Form Title
	Form 1	Submittal Cover Sheet / Signature Page
	No Form	Executive Summary - Indexed as Tab "1"
	Form 2	Submittal Checklist (Table of Contents) – Indexed as Tab "2"
	Form 3	General Questionnaire – Indexed as Tab "3"
	Form 5	Litigation Disclosure Form and additional explanation pages if necessary – Indexed as Tab "4"
	Form 6	Good Faith Effort Plan – Indexed as Tab "5" (Include all copies of all Certifications)
	Form 6A	Letter(s) of Intent to be submitted for each subconsultant – Included in Tab "5"
	No Form	Statement of Qualifications in narrative form – Indexed as Tab "6"
	No Form	Proposed Marketing Plan in narrative form – Indexed as Tab "7"
	Form 6	Schedule of Proposed Broker's Commissions and Fees – Indexed as Tab "8"
	No Form	Organizational Chart labeled as Tab "9".
	No Form	Proof of Insurability – Letter from insurance provider and copy of current insurance certificate labeled as Tab "10".
	No Form	Resumes (Optional) labeled as Tab "11". Resumes for each key team member shall be limited to a maximum length of two pages (no company information) .
	No Form	Brochures (Optional) labeled as Tab "12"
	No Form	Letters of Reference (Optional) labeled as Tab "13" – Respondent may provide a maximum of 5 letters of reference.
	Form 4	Discretionary Contracts Disclosure Form – Indexed as Tab "14" IN ORIGINAL PROPOSAL ONLY
Submission includes one original proposal signed in ink, 9 printed copies and one PDF version on CD Check Here: _____		

**FORM 3**  
**GENERAL QUESTIONNAIRE**

1. **Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

e-mail address: \_\_\_\_\_

List here, any other names under which Respondent has operated within the last 10 years.  
(add space as needed)

\_\_\_\_\_

- 1.2 **Business Structure:** Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship

If checked, list Assumed Name, if any: \_\_\_\_\_

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit  
Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: \_\_\_\_\_

- 1.3 **Ownership:** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?  
Yes ☐ No ☐

- 1.4 Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

\_\_\_\_\_

\_\_\_\_\_

- 1.5 Where is the Respondent's corporate headquarters located? \_\_\_\_\_

- 1.6 **Local Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ☐ No ☐ If "Yes", respond to **a.** and **b.** below:

- a. How long has the Respondent conducted business from its San Antonio office?  
Years \_\_\_\_\_ Months \_\_\_\_\_
- b. State the number of full-time employees at the San Antonio office. \_\_\_\_\_
- 1.7 **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?  
Yes ☐ No ☐ If "Yes", respond to **a.** and **b.** below:
- a. How long has the Respondent conducted business from its Bexar County office?  
Years \_\_\_\_\_ Months \_\_\_\_\_
- b. State the number of full-time employees at the Bexar County office. \_\_\_\_\_
- 1.8 **Organizational Chart:** Attach a one page copy of your business organizational chart, complete with names and titles, identify as Attachment A.
- 1.9 **Firm's Availability:** When can firm start work? \_\_\_\_\_  
Is there any concurrent commitment that would impede progress on this project, i.e. other jobs?  
Yes ☐ No ☐ If yes, describe:  
\_\_\_\_\_  
\_\_\_\_\_
- 1.10 **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?  
Yes ☐ No ☐  
  
If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.  
\_\_\_\_\_  
\_\_\_\_\_
- 1.11 **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?  
Yes ☐ No ☐  
  
If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.  
\_\_\_\_\_  
\_\_\_\_\_

- 1.12 **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?  
Yes ☐ No ☐

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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## 2. EXPERIENCE

- 2.1 How many years has your current organization been doing business as a professional engineering firm? \_\_\_\_\_ years.
- 2.2 How many years have you been doing professional engineering work under previous business name(s)? \_\_\_\_\_ years.



**FORM 4**  
**DISCRETIONARY CONTRACTS DISCLOSURE FORM INSTRUCTIONS**  
*(Do not submit these instructions with Submittal.)*

Complete and submit the form online at  
<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>

Print a copy of your completed form and submit as Form 4 in your Proposal.

**If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate form with the Proposal.**

Prior to the execution of any Discretionary Contract awarded by the City, every Contractor must complete the Discretionary Contracts Disclosure form (Form 4, based on the City of San Antonio Ethics Code, Division 2, Section 2-43, and Division 4, Section 2-59 through 2-61, the texts of which are provided below. The Ethics Code in its entirety may be accessed and is downloadable from the City's website at <http://www.sanantonio.gov/atty/Ethics/codetext.htm>.

**NOTE: The information provided in Section 5 of the Discretionary Contracts Disclosure Form must include direct and indirect contributions made by any person or persons as required in the Ethics Code, below.**

**EXCERPTED FROM THE CITY OF SAN ANTONIO ETHICS CODE**

**DIVISION 2: PRESENT CITY OFFICIALS AND EMPLOYEES**  
**SECTION 2-43 CONFLICTS OF INTEREST**

- (a) **General Rule.** To avoid the appearance and risk of impropriety, a city official or employee shall not take any official action that he or she knows is likely to affect the economic interests of:
- (1) the official or employee;
  - (2) his or her parent, child, spouse, or other family member within the second degree of consanguinity or affinity;
  - (3) his or her outside client;
  - (4) a member of his or her household;
  - (5) the outside employer of the official or employee or of his or her parent, child (unless the child is a minor), spouse, or member of the household (unless member of household is a minor);
  - (6) a business entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest as that term is defined in Section 2-42;
  - (7) a business entity which the official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest as defined in Section 2-42;
  - (8) a business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; or

- (9) a person or business entity with whom, within the past twelve months:
    - (A) the official or employee, or his or her spouse, directly or indirectly has
      - (i) solicited an offer of employment for which the application is still pending,
      - (ii) received an offer of employment which has not been rejected,
      - (iii) accepted an offer of employment; or
    - (B) the official or employee, or his or her spouse, directly or indirectly engaged in negotiations pertaining to business opportunities, where such negotiations are pending or not terminated.
  - (b) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate Subsection (a) must recuse himself or herself. From the time that the conflict is, or should have been recognized, he or she shall:
    - (1) immediately refrain from further participation in the matter, including discussions with any persons likely to consider the matter; and
    - (2) promptly file with the City Clerk the appropriate form for disclosing the nature and extent of the prohibited conduct.
- In addition:**
- (3) a supervised employee shall promptly bring the conflict to the attention of his or her supervisor, who will then, if necessary, reassign responsibility for handling the matter to another person; and
  - (4) a member of a board shall promptly disclose the conflict to other members of the board and shall not be present during the board's discussion of, or voting on, the matter.
- (c) **Definitions.** For purposes of this rule:
    - (1) An action is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof; and
    - (2) The term client includes business relationships of a highly personalized nature, but not ordinary business-customer relationships.

**DIVISION 4: PERSONS DOING BUSINESS WITH THE CITY**  
**SECTION 2-59 PERSONS SEEKING DISCRETIONARY CONTRACTS**

- (a) **Disclosure of Parties, Owners, and Closely Related Persons.** For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and this code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract on a form provided by the city:
  - (1) the identity of any individual who would be a party to the discretionary contract;
  - (2) the identity of any business entity that would be a party to the discretionary contract and the name of:
    - (A) any individual or business entity that would be a subcontractor on the discretionary contract; and

- (B) any individual or business entity that is known to be a partner or a parent entity of any individual or business entity who would be a party to the discretionary contract, or any subsidiary business entity that is anticipated to be involved in the execution of the contract; and
- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

An individual or business entity seeking a discretionary contract is required to supplement this filing on a form provided by the city in the event there is any change in the information required of the individual or business entity under this subsection. The individual or business entity seeking a discretionary contract must supplement this filing before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

- (b) **Political Contributions.** Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract, on a form provided by the city, all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Subsection (a).

Indirect contributions by an individual include, but are not limited to, contributions made by an individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity.

- (c) **Briefing Papers and Open Records.** Briefing papers prepared for the city council concerning any proposed discretionary contract to be considered for ordinance action shall reveal the information disclosed in compliance with Subsections (a) and (b), and that information shall constitute an open record available to the public.

## **SECTION 2-60 DISCLOSURE OF ASSOCIATION WITH CITY OFFICIAL OR EMPLOYEE**

- (a) **Disclosures During Appearances.** A person appearing before a city board or other city body shall disclose to it any known facts which, reasonably understood, raise a question as to whether any member of the board or body would violate Section 2-43 of Division 2 (Conflicts of Interest) by participating in official action relating to a matter pending before the board or body.
- (b) **Disclosures in Proposals.** Any individual or business entity seeking a discretionary contract with the city shall disclose, on a form provided by the city, any known facts which, reasonably understood, raise a question as to whether any city official would violate 2-43 of Division 2 (Conflicts of Interest) by participating in official action relating to the discretionary contract.
- (c) **Disclosure of Benefit.** If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any city official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, he or she shall disclose that fact in a signed writing to the city official, employee, or body that has been requested to act in the matter, unless the interest of the city official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Clerk.

- (d) **Definition.** For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**SECTION 2-61 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Qualifications (RFQ), Request for Proposal (RFP) or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials and employees, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

Insert new version of form once converted to PDF.

**FORM 5  
LITIGATION DISCLOSURE**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☐

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☐

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**FORM 6**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM**  
**POLICY AND GOOD FAITH EFFORT PLAN FORM**  
**SMALL BUSINESS PROGRAM**

**DO NOT SUBMIT THESE INSTRUCTIONS**

**1. Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

**2. DEFINITIONS related to the Small Business Program Provisions:**

- a. Small Business Program: The Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. Small Business Enterprises (SBE): a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. Local Business Enterprise (LBE): A corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. Minority Business Enterprise (MBE): A sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. Woman Business Enterprise (WBE): A sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. African-American Business Enterprise (AABE): A sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

### 3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with **Subcontractor A** for 10% of the contract. **Subcontractor A** is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. **Subcontractor B** is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to **Subcontractor C**—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

***Under this scenario, the contractor would be in full compliance with the Small Business policy.***

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

***Under this scenario, the contractor would be in full compliance with the Small Business policy.***

### 4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

### 5. MBE-WBE-AABE Certification Required



Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

**FORM 6**  
**GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** \_\_\_\_\_

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Is your firm certified? ☐ Yes ☐ No  
(If yes, please submit Certification Certificate.)

7. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. **Proof of certification must be attached to this form.** If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

## GOOD FAITH EFFORT PLAN

(Page 2 of 4)

PROJECT NAME: \_\_\_\_\_

*It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).*

**NOTE:** If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

8. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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9. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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10. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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11. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

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12. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

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### GOOD FAITH EFFORT PLAN

(Page 3 of 4)

**PROJECT NAME:** \_\_\_\_\_

13. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

14. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

15. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

16. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

### GOOD FAITH EFFORT PLAN AFFIRMATION

**I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER

**GOOD FAITH EFFORT PLAN**  
(Page 4 of 4)

**PROJECT NAME:** \_\_\_\_\_

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:    ☐ Approval        ☐ Denial

Action Taken:        ☐ Approved        ☐ Denied

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

\_\_\_\_\_  
DATE

**LETTER OF INTENT FOR CONTRACTS  
UTILIZING SMALL BUSINESS CONTRACTING GOALS**

30

**RFP ATTACHMENT 7**  
**MAXIMUM COMMISSION/FEE SCHEDULE**  
**AND**  
**PROPOSED COMMISSION/FEE SCHEDULE FORM**

**Please review the Maximum Commission/Fee Schedule on Page 29. You are required to submit the Proposed Commission/Fee Schedule Form on Page 31 as Exhibit G with your Proposal. Your Proposed Commission/Fee Schedule Form may reflect the maximum commissions/fees as shown on Page 30 or you may choose to propose alternative, lower commissions/fees. In no case will higher fees be considered.**

## RFP ATTACHMENT 7

### SCHEDULE OF MAXIMUM BROKER'S COMMISSIONS AND FEES (FOR PROPERTIES OWNED BY THE CITY)

Type of Transaction	Fee w/out Cooperating Broker	Fee W/ Cooperating Broker
<b>Unimproved Land Sale</b>	<ul style="list-style-type: none"> <li>• 5% of contract price.</li> </ul>	<ul style="list-style-type: none"> <li>• 6% of contract price.</li> </ul>
<b>Improved Land Sale (Building)</b>	<ul style="list-style-type: none"> <li>• 5% of 1<sup>st</sup> \$1,000,000 in gross consideration.</li> <li>• 3% of gross consideration between \$1,000,001 and \$3,000,000.</li> <li>• 2% of gross consideration between \$3,000,001 and \$10,000,000.</li> <li>• 1% of gross consideration in excess of \$10,000,001.</li> </ul>	<ul style="list-style-type: none"> <li>• 6% of 1<sup>st</sup> \$1,000,000 in gross consideration.</li> <li>• 4% of gross consideration between \$1,000,001 and \$2,000,000.</li> <li>• 3% of gross consideration between \$2,000,001 and 5,000,000.</li> <li>• 2% of gross consideration between \$5,000,001 and \$20,000,000.</li> <li>• 1% of gross consideration in excess of \$20,000,001.</li> </ul>
<b>Ground Lease</b>	<ul style="list-style-type: none"> <li>• 4% of total lease consideration for 1<sup>st</sup> 10 years of lease term.</li> <li>• 2% of total lease consideration for remainder of lease term up to maximum of 20 years.</li> </ul>	<ul style="list-style-type: none"> <li>• 6% of total lease consideration for 1<sup>st</sup> 10 years of lease term.</li> <li>• 4% of total lease consideration for remainder of lease term up to maximum of 20 years.</li> </ul>
<b>New Lease</b>	<ul style="list-style-type: none"> <li>• 4% for 1<sup>st</sup> 5 years of lease term.</li> <li>• 2% for remainder of lease term to a maximum of 20 years.</li> </ul>	<ul style="list-style-type: none"> <li>• 6% for 1<sup>st</sup> 5 years of lease term.</li> <li>• 4% for remainder of lease term to a maximum of 20 years.</li> </ul>
<b>Lease Renewal</b> (If Broker participates in transaction according to Section 3.3, C of the Contract.)	<ul style="list-style-type: none"> <li>• 1.5% for lease term up to a maximum of 25 years.</li> </ul>	<ul style="list-style-type: none"> <li>• 3.5% for lease term up to a maximum of 25 years.</li> </ul>

<b>Hourly Fee for Non-Commission Related Projects</b>	\$ 150.00/Hour
<b>Maximum % of below Market Value/Rental on which Commission may be paid</b>	75%



**FORM 7**  
**(RESPONDENT'S PROPOSAL TAB #9)**

**SCHEDULE OF PROPOSED BROKER'S COMMISSIONS AND FEES FORM**  
**(FOR PROPERTIES OWNED BY CITY)**

Please note that the Proposed Schedule will be used in evaluating the proposals received. (See Section IX-B on Page 9 of the RFP) Also, the final negotiated fees for the selected Respondent will not be higher than those listed on the Maximum Schedule or this Proposed Schedule form, whichever is lower.

Type of Transaction	Fee w/out Cooperating Broker	Fee w/ Cooperating Broker
Unimproved Land Sale		
Improved Land Sale (Building)		
Ground Lease		
New Lease		
Lease Renewal (If Broker participates in transaction according to Section 3.3, C of the Contract.)		

Proposed Hourly Fee for Non-Commission Related Projects	\$ _____/Hour
Maximum % of below Market Value/Rental on which Commission may be paid	_____%

## RFP ATTACHMENT 8 INSURANCE REQUIREMENTS

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Capital Improvements Management Services Department, which shall be clearly labeled "COMMERCIAL REAL ESTATE BROKERAGE SERVICES" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Capital Improvements Management Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE REQUIREMENTS	
1. Worker's Compensation ** Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General Broad Form (Public) Liability Insurance to include coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its Equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error or omission in the performance of professional services.
** Alternate Plans Must Be Approved by Risk Management	

- D) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- E) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- F) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- G) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- H) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- J) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

**RFP ATTACHMENT 9  
INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.